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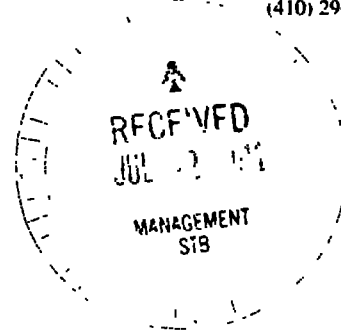
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July 22, 2011



Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

RE: Finance Docket No. 35538, *CSX Transportation, Inc. —Trackage Right Exemption
Norfolk Southern Railway Company*

Dear Ms. Brown:

Enclosed for filing are the original and ten copies of a Motion for Protective Order and a diskette with the file Protective Order.doc.

Please time and date stamp the extra copy of this letter and the Motion and return them in the enclosed pre-paid envelope.

If you have any questions, please contact me.

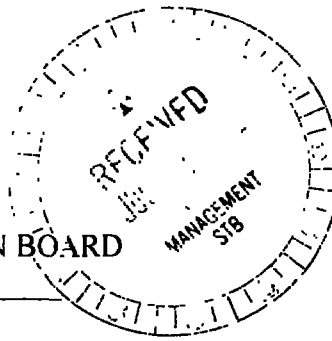
Sincerely yours,

Melanie B. Yasbin
Attorney for CSX Transportation, Inc.

Enclosures

ENTERED
Office of Proceedings
JUL 22 2011
Part of
Public Record

BEFORE THE
SURFACE TRANSPORTATION BOARD



FINANCE DOCKET NO. 35538

CSX TRANSPORTATION, INC.
—TRACKAGE RIGHTS EXEMPTION—
NORFOLK SOUTHERN RAILWAY COMPANY.

MOTION FOR PROTECTIVE ORDER

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Attorneys for CSX Transportation, Inc.

Dated: July 22, 2011

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35538

CSX TRANSPORTATION, INC.
—TRACKAGE RIGHTS EXEMPTION—
NORFOLK SOUTHERN RAILWAY COMPANY.

MOTION FOR PROTECTIVE ORDER

CSX Transportation, Inc. ("CSXT"), pursuant to 49 C.F.R. §1104.14(b), files this Motion for Protective Order (the "Motion") for approval to file under seal the unredacted Trackage Rights Agreement (the "Agreement") between CSXT and the Norfolk Southern Railway Company ("NS").

Concurrent with the filing of this Motion, CSXT is filing a Verified Notice of Exemption (the "Notice") pursuant to 49 C.F.R. §1180 for CSXT to obtain overhead trackage rights over the rail line of NS between the point of switch at Track Station 55 + 65 and the point of switch at Track Station 30 + 70 and the portion of the NS track parallel to the CSXT track between the point of switch at Track Station 30 + 55 and Track Station 22 + 75 for a total length of 3,290 feet in Hamilton County, TN (the "Line"). CSXT is filing a redacted version of the Agreement with the Notice.

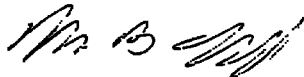
The Agreement contains commercially sensitive and confidential information that could harm the parties if those terms were made public. The Agreement contains proprietary commercial information that if disclosed could be competitively damaging. Moreover, public disclosure of the commercially sensitive provisions of the Agreement is not necessary for the

disposition of the Notice. CSXT requests the Board treat those terms as confidential. To that end, CSXT will file public redacted copies of the Agreement with the Notice and will file unredacted versions of the Agreement under seal. Public disclosure of the complete Agreement is not necessary for the consideration and disposition of Notice.

CSXT respectfully requests the Board issue the attached Protective Order in this proceeding governing access to and keeping under seal the unredacted Agreement. This approach is consistent with that taken by the Board in similar circumstances. The draft Protective Order and Undertaking are similar to those recently served by the Board. *See CSX Transportation, Inc.-Trackage Rights Exemption- Carolina Coastal Railway, Inc.*, STB Finance Docket No. 35368 (STB served April 23, 2010).

CSXT prays that the Board grant its Motion for a Protective Order.

Respectfully submitted,



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Jacksonville, FL 32202
(904) 359-1229

Dated: July 22, 2011

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order, "Confidential Information" means the unredacted Trackage Rights Agreement submitted by CSX Transportation, Inc. ("CSX") in STB Finance Docket No. 35538.
2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to CSXT of the attached Undertaking. Confidential Information shall be used solely for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial, or competitive purpose.
3. Confidential Information shall not be disclosed in any way or to any person without the written consent of CSXT or an order of the Board, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms by executing the attached Undertaking prior to receiving access to this information.
4. Any documents containing Confidential Information must be destroyed, and notice of such destruction must be served on CSXT at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.
5. If the Board retains the Confidential Information, it shall, in order to keep it confidential, treat the information in accordance with the procedures set forth at 49 CFR 1104.14.
6. If any party intends to use Confidential Information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such Confidential Information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at the hearing during discussion of such Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Confidential Information in accordance with the Protective Order.
7. A person must file simultaneously a public version of any confidential submission it files with the Board.
8. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

UNDERTAKING

CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order governing the filing of Confidential Information by CSX Transportation, Inc. ("CSXT") in STB Finance Docket No. 35538, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 35538 or any judicial review proceeding taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this Protective Order and has not executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that CSXT shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed: _____

Position: _____

Affiliation: _____

Dated: _____